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January 19, 2009

AZ CORP COMMISSION DOCKET CONTROL

Docket Control Arizona Corporation Commission 1200 Washington Street Phoenix, Arizona 85007

E-01461A-09-0019 E-01933A-09-0019

RE: JOINT APPLICATION, BORDERLINE AGREEMENT

PIMA COUNTY, CAMINO DE OESTE AND AJO HIGHWAY

INTERSECTION TRAFFIC SIGNAL LIGHTING

Dear Sir or Madam:

Enclosed please find one original and 13 copies of the Joint Application and Borderline Agreement for Trico Electric Cooperative, Inc. to provide electric service to Pima County for the Camino de Oeste and Ajo Highway intersection traffic signal lighting.

If you have any questions, please give me a call at 744-2944 ex 1322.

Sincerely,

Chuck Wilcox

Right of Way Coordinator

Encl

Arizona Corporation Commission

DOCKETED

JAN 21 2009

DOCKETED BY

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NEW APPLICATION

RECEIVED

1	BEFORE THE ARIZONA CORPORATION COMMISSION + 2009 JAN 2 1 + A 10: 13
2 3	KRISTIN K. MAYES Chairman AZ CORP COMMISSION GARY PIERCE Arizona Corporation Commission ROL
4	PAUL NEWMAN Commissioner DOCKETED
5	SANDRA D. KENNEDY JAN 21 2009 Commissioner
6	BOB STUMP Commissioner DOCKETED BY E-01461A-09-0019
7	E-01933A-09-0019
8	IN THE MATTER OF THE JOINT APPLICATION OF TRICO ELECTRIC DOCKET NO. E-01461A-09-
9	COOPERATIVE, INC., AN ARIZONA NON PROFIT CORPORATION AND TUCSON ELECTRIC POWER COMPANY,) DOCKET NO. E-01933A-09-
10	AN ARIZONA CORPORATION FOR AN) ORDER APPROVING A BORDERLINE) JOINT APPLICATION
11	AGREEMENT)
12	
13	COME NOW TRICO ELECTRIC COOPERATIVE, INC., an Arizona nonprofit corporation
14	("TRICO") and TUCSON ELECTRIC POWER COMPANY, an Arizona corporation ("TEP"), Joint
15	Applicants herein, and allege to this Arizona Corporation Commission ("Commission") as follows in
16	support of this Joint Application:
17	I.
18	TRICO is a public service corporation engaged in the distribution of electricity for the purpose of
19	serving its customers located within a specifically designated service area in portions of Pima, Pinal and
20	Santa Cruz Counties, Arizona, pursuant to certificates of convenience and necessity issued to Trico by
21	the Arizona Corporation Commission ("TRICO's Service Area").
22	II.
23	TEP is a public service corporation engaged in the generation, transmission and distribution of
24	electricity for the purpose of serving its customers located within a specifically designated service area in
25	portions of Pima and Cochise Counties, Arizona, pursuant to certificates of convenience and necessity
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issued by the Commission ("TEP's Service Area").

III.

Pima County, a political subdivision of the State of Arizona (the "COUNTY"), has made application for electric service for the Camino De Oeste and Ajo Highway (State Route 86) intersection traffic signal lights and intersection lighting as described in Exhibit "A" attached hereto to TRICO and TEP. The west half of said intersection is located within TEP's certificated territory and the east half of said intersection is located within TRICO's certificated territory. However, TRICO's facilities exist along the westerly boundary of said intersection and will receive service at no charge because the distance to serve said traffic signal lights and intersection lighting is less than 600 feet distance allowance set forth in TRICO's tariff, whereas the nearest TEP's facilities that can provide the requested single-phase service are more than 1,000 feet to the traffic signal lights and intersection lighting, the cost of the line extension to the consumer pursuant to TEP's applicable tariff is approximately \$17,852.51. Accordingly, it is in the best interest of the COUNTY that TRICO serve the traffic signal lights and intersection lighting until such time as TEP determines that it is economically feasible for TEP to serve the traffic signal lights and intersection lighting.

IV.

TRICO and TEP have entered into an agreement (the "Agreement"), attached hereto as Exhibit "B" in order that TRICO may provide electric service to the COUNTY's traffic signal lights and intersection lighting. Pursuant to the Agreement, TEP reserves the right to provide electric service to the COUNTY's traffic signal lights and intersection lighting when TEP determines that it is economically feasible to do so. In the event TEP determines to provide such service, TEP will compensate TRICO for any of TRICO's facilities, which could be used by TEP in providing service to the COUNTY's traffic signal lights and intersection lighting. TRICO and TEP request that the Commission approve the Agreement.

1	V.				
2	TRICO and TEP each provide public utility electric service in other areas of Pima County,				
3	Arizona, pursuant to certificates of convenience and necessity issued by this Commission, and each				
4	utility is qualified and able to provide satisfactory public utility electric service in the respective area.				
5	VI.				
6	Applicants TRICO and TEP believe that the Agreement will be consistent with and promotes the				
7	public interest and will be in the best interest of the COUNTY and will enable the COUNTY to more				
8	efficiently and economically be provided electric service.				
9	VII.				
10	There is no existing line extension or other agreements pertaining to electric service to the area in				
11	where the COUNTY's traffic signal lights and intersection lighting is located, nor are there any facilities,				
12	easements or rights-of-way to be transferred in the event the Agreement is approved.				
13	VIII.				
14	Notice of this Joint Application will be sent to the COUNTY.				
15	IX.				
16	The corporate officers of applicants TRICO and TEP are the same as presently on file with the				
17	Commission.				
18	X.				
19	The financial statements of applicants TRICO and TEP are the same as presently on file in the				
20	Utilities Division of the Commission.				
21	WHEREFORE, the Joint Applicants respectfully request the Commission to issue its order				
22	approving the Agreement.				
23	RESPECTFULLY SUBMITTED this 14 TH day of JANUARY , 2009.				
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TRICO ELECTRIC COOPERATIVE, INC.,

An Arizona nonprofit corporation

Charles N. Emerson

Manager of Technical Service 8600 West Tangerine Road P.O. Box 930

Marana, Arizona 85653

TUCSON ELECTRIC POWER COMPANY,

An Arizona corporation

David Couture

 $By_{\underline{}}$

Director, Regulatory Affairs
4350 East Irvington Road
Post Office Box 711, Mail Stop OH 122

Tucson, Arizona 85702

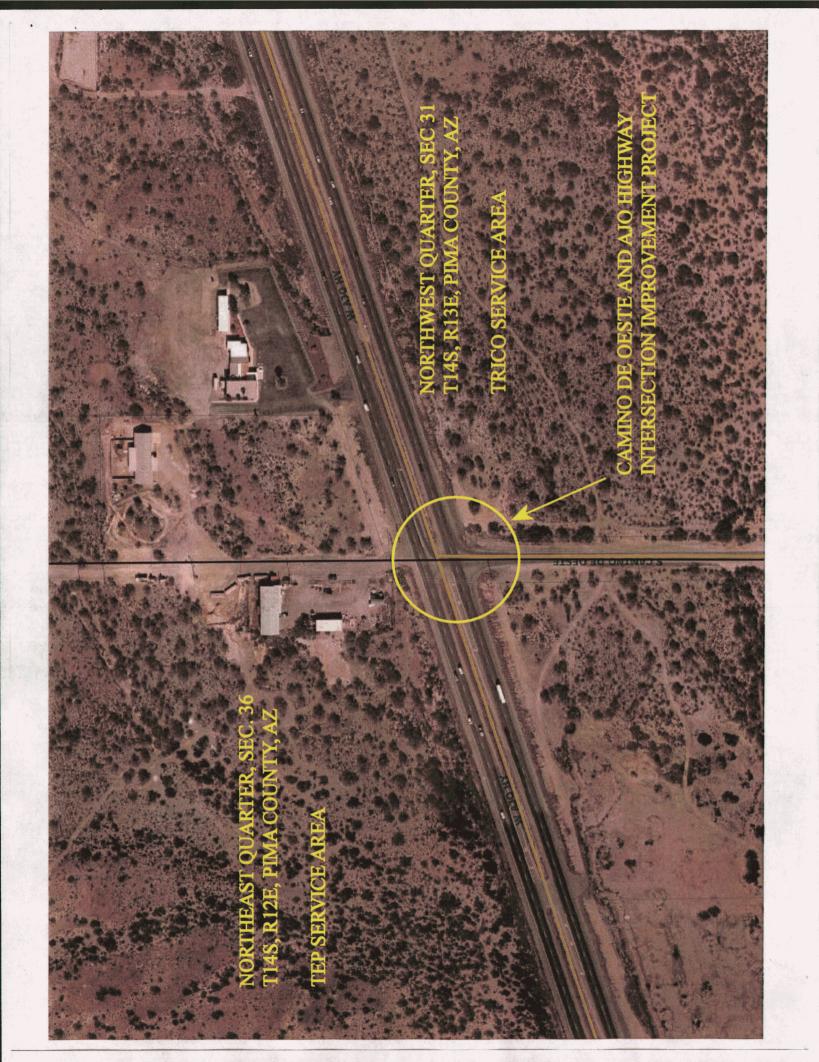
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2	Original and 13 copies of the
3	foregoing mailed this 19 TH day of TANGARY, 2009, to:
4	Docket Control
5	Arizona Corporation Commission 1200 West Washington Street
6	Phoenix, Arizona 85007
7	Copies of the foregoing mailed this 19 TH day of JANHARY
8	2009, to:
9	Janice Alward, Chief Counsel Legal Division
10	Arizona Corporation Commission 1200 West Washington Street
11	Phoenix, Arizona 85007
12	Ernest G. Johnson, Director Utilities Division
13	Arizona Corporation Commission 1200 West Washington Street
14	Phoenix, Arizona 85007
15	BY:
16	Chuck Wilcox Right Of Way Coordinator
17	Filing Joint Application for Trico Electric Cooperative, Inc.
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1	EXHIBIT "A"
2	THE INTERSECTION OF CAMINO DE OESTE AND AJO HIGHWAY (STATE ROUTE 86) IS
3	THE INTERSECTION OF CAMINO DE OESTE AND AJO HIGHWAY (STATE ROUTE 86) IS LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 12 EAST AND THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER AND MERIDIAN, PIMA COUNTY, ARIZONA.
4	RANGE 13 EAST, GILA AND SALT RIVER AND MERIDIAN, PIMA COUNTY, ARIZONA.
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2	EXHIBIT "B"
3	ELECTRIC SERVICE AUTHORIZATION AGREEMENT
4	THIS ELECTRIC SERVICE AUTHORIZATION AGREEMENT (this "Agreement") is entered
5	
6	into this 14 Th day of JANNARY, 2009, by and between TRICO ELECTRIC COOPERATIVE,
7	INC., an Arizona non profit corporation ("TRICO"), and TEP ELECTRIC POWER COMPANY, an
8	Arizona corporation ("TEP").
9	RECITALS:
	1. The Northeast Quarter of Section 36, Township 14 South, Range 12 East, Pima County, Arizona,
10	described in Exhibit "A" attached hereto (the "Subject Area") is within the area of TEP's
11	Certificates of Convenience and Necessity issued by the Arizona Corporation Commission
12	("Commission");
13	2. The Northwest Quarter of Section 31, Township 14 South, Range 13 East, Pima County,
14	Arizona, described in Exhibit "A" attached hereto (the "Subject Area") is within the area of
15	TRICO's Certificates of Convenience and Necessity issued by the Arizona Corporation
16	Commission ("Commission");
17	3. Pima County, a political subdivision of the State of Arizona, ("Customer") has requested that
18	electric service be provided to the Subject Area;
19	4. TEP has given Written Authorization whereby TRICO may temporarily service the Customer in
20	the Subject Area; and
21	5. In TEP's opinion, because of current conditions, it is currently beneficial to the Customer for
22	
23	TEP to permit TRICO to temporarily provide electric service to the Customer's real property
24	which TRICO is willing to provide as hereafter agreed.
25	
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1	PROMISES AND CONVENANTS:			
2	NOW, THEREFORE, in consideration of the foregoing recitals and in further consideration of			
3	the following covenants, promises, and provisions, the receipt and sufficiency of which are hereby			
4	acknowledged, the parties hereto, for themselves, their agents, employees, successors and assigns, do			
5	hereby agree as follows:			
6	5. TRICO is hereby authorized by TEP to enter the Subject Area, certificated to TEP, and construct			
7	and maintain electric service lines and facilities necessary to serve the Customer until such time			
8	as TEP notifies TRICO in writing of its intention to provide service.			
9	6. Upon receiving written notice of TEP intention to serve the Customer, TRICO will sell to TEP			
10	and TEP will, subject to the provisions of paragraph 7 below, purchase all of TRICO's electric			
11	lines and facilities within the Subject Areas which are compatible with TEP electric system and			
12	which can be utilized by TEP at original cost, depreciated at the rate of 3.32% per year, and			
13	TRICO will discontinue providing electricity service in the Subject Area. Any remaining			
14	TRICO facilities that are not purchased by TEP will be removed from Subject Area by TRICO,			
15	at no cost to the Customer.			
16	7. If the sale of TRICO's facilities to TEP is subject to prior approval by the Commission, TRICO			
17	will use its best efforts to obtain said sale approval.			
18	8. Nothing in this Agreement precludes TEP from serving within the Subject Area with TEP			
19	facilities.			
20	9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their			
21	respective successors in interest and assigns, whether arising voluntarily or by operation of law.			
22	10. This Agreement shall become effective when approved by the Commission.			
23				
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1	IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first				
2	above written.				
3	TUCSON ELECTRIC POWER COMPANY, an Arizona corporation By Avid Medium By Model Medium By				
5					
6	Its Director of Regulatory Affairs Its Manager of Technical Service				
7					
8	STATE OF ARIZONA)) ss.				
9	COUNTY OF PIMA)				
10	The foregoing instrument was acknowledged before me this 14 day of 2009,				
11	by <u>David Couture</u> , <u>Director of Regulatory Affairs</u> of TUCSON ELECTRIC POWER COMPANY, an Arizona corporation, on behalf of the corporation.				
12	Loud Musko				
13	Notary Public OFFICIAL SEAL				
14	My Commission Expires: OCT 14, 2012 DIANA K. DURAKO Notary Public - State of Artzona PIMA COUNTY				
15	My Comm. Expires Sept. 25, 2010				
16	STATE OF ARIZONA)				
17	COUNTY OF PIMA) ss.				
18	The foregoing instrument was acknowledged before me this day of				
19					
20	by Charles N. Emerson, Manager of Technical Service of TRICO ELECTRIC COOPERATIVE,				
21	INC., an Arizona nonprofit corporation, on behalf of the corporation.				
22	ttella M. Janusano Notary Public				
23	ESTELLA M. SAMORANO				
24	My Commission Expires: OCT 14, 2012 NOTARY PUBLIC - ARIZONA PIMA COUNTY My Commission Expires October 14, 2012				
25	OCT. 19, 2012				



ELECTRIC RATES

TRICO ELECTRIC COOPERATIVE, INC.

8600 W. Tangerine Road Marana, Arizona 85653

Filed by:

Marvin Athey

Title:

CEO/General Manager

Effective Date: September 1, 2005

STANDARD OFFER TARIFF

GENERAL SERVICE SCHEDULE GS-1 GENERAL SERVICE LESS THAN 10 KW

Availability

In the Cooperative's Certificated Area where its facilities are of adequate capacity and the required phase and suitable voltage are in existence and are adjacent to the premises served.

Application

The General Service Less Than 10 kW Rate (GS-1) is applicable for single and three phase service for more than one residence from a single metering point, Commercial, Business, Professional, and various size Industrial loads less than 10 kW. All service shall be delivered at a single service location. The Cooperative reserves the right to meter in the most practical manner, either primary or secondary voltage.

Type of Service

The type of service available under this schedule will be determined by the Cooperative and will normally be:

120/240 volt single phase, 120/208 volt three phase, or 277/480 volt three phase

Monthly Rate

STANDARD RATE	Power Supply	Distribution Charges					
		Metering	Meter Reading	Billing	Access	Total	Total Rate
Customer Charge (\$/Customer/Mo) Single Phase Three Phase		\$4.90 \$4.90	\$1.13 \$1.13	\$4.37 \$4.37	\$4.60 \$12.60	\$15.00 \$23.00	\$15.00 \$23.00
Energy Charge (\$/kWh)	\$0.06344				\$0.04194	\$0.04194	\$0.10538

GENERAL SERVICE SCHEDULE GS-1 GENERAL SERVICE LESS THAN 10 KW

Minimum Monthly Charge

The greater of the following:

- 1. The Customer Charge;
- 2. \$1.00 per kVA of required transformer capacity;
- 3. The amount specified in the written contract between the Cooperative and the customer

Tax Adjustment

To the charge computed in this rate schedule, including all adjustments, shall be added the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of the Cooperative and/or the price or revenue from the electric energy or service sold and/or the volume of energy purchased for sale and/or sold hereunder.

Wholesale Power Cost Adjustment

The Cooperative shall, if purchased power cost is increased or decreased above or below the base purchased power cost of \$0.06268 per kWh sold, flow through such increases or decreases to all classes of customers.

In addition to the foregoing, all kWh sold to each customer under this rate schedule shall be subject to an additional temporary wholesale power cost adjustment, if any, that may be charged the Cooperative by its supplier of electricity which consists of an additional surcharge, a temporary credit and/or a fuel bank surcharge.

Rules and Regulations

The Rules and Regulations and Line Extension Policies of the Cooperative as on file with the Arizona Corporation Commission shall apply to this rate schedule.

Upon application for service or upon request, the Cooperative will assist the customer in selecting the rate schedule best suited to his requirements, but the Cooperative does not guarantee the customer will be served under the most favorable rate schedule. Upon written notification of any material changes in the customer's installation, load conditions or use of service, the Cooperative will assist in determining if a change in rates is desirable. No more than one (1) such change at the customer's request will be made within any twelve (12) month period.

Contract

If service is requested in the Cooperative's Certificated Area and the provisions outlined in the Availability Clause of this rate tariff cannot be met, it will be necessary for the Cooperative and customer to mutually agree, in a written contract, on the conditions under which service will be made available.

Service Availability Charge

A Service Availability Charge to be paid by the customer to the Cooperative may be included in the contract to reimburse the Cooperative for its operating expenses with regard to idle or standby services in connection with the facilities constructed or installed pursuant to the contract based upon the Cooperative's estimate of its actual operating costs for such idle or standby services.

GENERAL SERVICE SCHEDULE GS-1 GENERAL SERVICE LESS THAN 10 KW

Environmental Portfolio Standard (EPS) Charge

The Cooperative shall add to its bill an EPS charge in accordance with the approved EPS tariff to help offset the costs associated with TRICO programs designed to promote alternative generation requirements that satisfy the Environmental Portfolio Standard as approved by the Arizona Corporation Commission. Other charges may be applicable subject to approval by the Arizona Corporation Commission.

Demand Side Management (DSM) Programs; DSM Adjustment Mechanism

The Cooperative shall recover its cost for pre-approved DSM programs through a separate DSM adjustment mechanism which shall provide for a separate and specific accounting for pre-approved DSM costs.



Pricing Plan PS-41 Traffic Signal and Street Lighting Service

A UniSource Energy Company

AVAILABILITY

Available for service to the State, a county, city, town, political subdivision, improvement district, or a responsible person or persons for unincorporated communities for Traffic Signal and Street Lighting purposes where the facilities of the Company are of adequate capacity and are adjacent to the premises.

APPLICABILITY

Applicable to Customer owned and maintained traffic signals and public street and highway lighting.

Not applicable to resale, breakdown, standby, or auxiliary service.

CHARACTER OF SERVICE

Single or three phase, 60 Hertz, and at one standard nominal voltage as mutually agreed and subject to availability at point of delivery approved by the Company.

RATE

A monthly net bill at the following rate plus any adjustments incorporated in this pricing plan.

BUNDLED STANDARD OFFER SERVICE

Energy Charges: All energy charges below are charged on a per kWh basis.

Delivery Charge

\$0.045505 per kWh

Base Power Supply Charge

\$0.025817 per kWh

Purchased Power and Fuel Adjustment Clause ("PPFAC"): The Base Power Supply Charge shall be subject to a per kWh adjustment in accordance with Rider-1 PPFAC to reflect any increase or decrease in the cost to the Company for energy either generated or purchased above or below the base cost per kWh sold.

BUNDLED STANDARD OFFER SERVICE CONSISTS OF THE FOLLOWING UNBUNDLED COMPONENTS:

Energy Charges: All energy charges below are charged on a per kWh basis.

Delivery Charge (\$0.010747) per kWh

Generation Capacity \$0.019338 per kWh

Fixed Must-Run (See Must-Run Generation – Rider No. 2) \$0.002305 per kWh System Benefits \$0.000413 per kWh

Transmission \$0.026736 per kWh

Transmission Ancillary Services

System Control & Dispatch \$0.000363 per kWh
Reactive Supply and Voltage Control \$0.001427 per kWh

Filed By: Title: Raymond S. Heyman

Senior Vice President, General Counsel

District: Entire Electric Service Area

Tariff No.:

PS-41

Effective:

December 1, 2008

Page No.:

1 of 2



Pricing Plan PS-41 Traffic Signal and Street Lighting Service

A UniSource Energy Company

Regulation and Frequency Response \$0.001383 per kWh
Spinning Reserve Service \$0.003750 per kWh
Supplemental Reserve Service \$0.000612 per kWh
Energy Imbalance Service: currently charged pursuant to the Company's OATT.

Base Power Supply Charge

\$0.025817 per kWh

DIRECT ACCESS

A customer's Direct Access bill will include all unbundled components except those services provided by a qualified third party. Those services may include Metering (Installation, Maintenance and/or Equipment), Meter Reading, Billing and Collection, Transmission and Generation. If any of these services are not available from a third party supplier and must be obtained from the Company, the rates for Unbundled Components set forth in this pricing plan will be applied to the customer's bill.

FOR DIRECT ACCESS: ARIZONA INDEPENDENT SCHEDULING ADMINISTRATOR (AISA) CHARGE

A charge per kWh shall, subject to FERC authorization, be applied for costs associated with the implementation of the AISA in Arizona.

TAX CLAUSE

To the charges computed under the above rate, including any adjustments, shall be added the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of the Company and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

RULES AND REGULATIONS

The standard Rules and Regulations of the Company as on file with the Arizona Corporation Commission shall apply where not inconsistent with this pricing plan.

ADDITIONAL NOTES

Additional charges may be directly assigned to a customer based on the type of facilities (e.g., metering) dedicated to the customer or pursuant to the customer's contract, if applicable. Additional or alternate Direct Access charges may be assessed pursuant to any Direct Access fee schedule authorized.

Filed By:

Raymond S. Heyman

Title:

Senior Vice President, General Counsel

District:

Entire Electric Service Area

Tariff No.:

PS-41

Effective:

December 1, 2008

Page No.:

2 of 2